Exhibit F

United States Bankruptcy Court				
District of Delaware	PROOF OF CLAIM			
In re (Name of Debtor)	Case Number 01-1720 (GMS)	,		
Broadband Office, Inc.	Chapter 11			
NOTE: This form should not be used to make a claim for an administrative expecase. A "request" for payment of an administrative expense may be filed pursuant	_			
Name of Creditor	Check box if you are aware that are green			
(The person or other entity to whom the debtor owes money or property)	else has filed a preof of claim relating to your claim. Attach copy of statement	OF DELAWARE		
Key Equipment Finance, a division of Key Corporate	your claim. Attach copy of statement giving particulars. BROADBAND OFFIC	E, INC.		
Capital, Inc., fka Leasetec Corporation	01-1720 (GM 00129	S)		
Name and Address Where Notices Should be Sent	Check box if you have never received any			
Key Equipment Finance	notices from the bankruptcy court in this case.			
Attn: Sal Boscia 1000 South McCaslin Boulevard	Check box if the address differs from the			
Louisville, CO 80027	address on the envelope sent to you by the	THIS SPACE IS FOR		
Tel. (720) 304 - 1175 Fax: (720) 304 - 1716	court.	COURT USE ONLY		
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES				
DEBTOR	Check here if this claim replaces a previo	ously filed claim, dated		
Lease # X163 Schedule #s 01, 02, 03, 04, 05 & 06		.,		
1. BASIS FOR CLAIM:	Retiree benefits as defined in 11 U.S.C. §	114(a)		
Goods sold Services performed	Wages, salaries, and compensation (Fill ou			
Money loaned	Your social security number Unpaid compensation for services performe	ď		
☐ Personal injury/wrongful death ☐ Taxes	from todate date			
Other (describe briefly)	date date			
Computer Equipment - See Attached Schedule				
2. DATE DEBT WAS INCURRED:	3. IF COURT JUDGMENT, DATE OBTAINED);		
03/09/00 4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are c	lessified as one or more of the following: (1) Unser	eured nappriority		
(2) Unsecured priority, (3) Secured. It is possible for part of a claim to be in o CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim.	ne category and part in another.			
SECURED CLAIM \$ 6,066,838.91	Wages, salaries, or commissions (up to \$400	0)*, earned not more than 90		
Attach evidence of perfection of security interest Brief Description of Collateral:	days before filing of the bankruptcy petition or ces	ssation of the debtor's business,		
☐ Real Estate ☐ Motor Vehicle ☑Other (Describe briefly) Computer Equipment - See Attached Schedule	whichever is earlier 11 U.S.C. \$ 507(a)(3)			
Amount of arrearage and other charges at time case filed included in	Contributions to an employee benefit plan Up to \$1,800* of deposits toward purchase,	ease, or rental of property or		
Secured claim above, if any \$ 877,772.27 UNSECURED NONPRIORITY CLAIM \$	services for personal, family, or household us Alimony, maintenance, or support owed to a			
A claim is unsecured if there is no collateral or lien on property of the debtor	child - 11 U.S.C. § 507(a)(7)			
Seuring the claim or to the extent that the value of such property is less than The amount of the claim.	Taxes or penalties of governmental units - 1: Other - Specify applicable paragraph of 11 U			
UNSECURED PRIORITY CLAIM \$ Specify the priority of the claim.	*Amounts are subject to adjustment on 4/11/ with respect to cases commenced on or after	98 and every 3 years thereafter		
5. TOTAL AMOUNT OF				
CLAIM AT THE TIME \$ \$ 6,066,838.91 (Unsecured) (Secured)	\$ 6,066,838 (Priority) (Total)			
Check this box if claim includes charges in addition to the principal amount of	` ''	ional charges.		
 CREDITS AND SETOFFS: The amount of all payments on this claim has bee making this proof of claim. In filing this claim, claimant has deducted all am 		A PHIS SPACE IS FOR COMPANY		
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.				
Attachment 1- Calculation, Attachment 11 - Lease & Schedule, Attachment 111 - Assignment, Attachment IV - Assignment 8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.				
Date Sign and print the name and title, if any, of the Authorized to file this claim larkach copy of por				
Doton In Walk Director of a cost Becovery	*			

Filed 03/15/2007

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CLERK U.S. BANKRUPTCY COURT DISTRICT OF DELAWARE



June 21, 2001

CERTIFIED - Return Receipt Requested

United States Bankruptcy Court Attn: David D. Bird - Clerk of the Court 824 Market Street, 5th Floor Wilmington, DE 19801

Dear Mr. Bird:

SUBJECT:

Broadband Office, Inc. Case # 01-1720 (GMS)

Enclosed for filing in your office is the original Proof of Claim (with attachments) in the above-referenced cases.

Also enclosed is one copy of the Proof of Claim (without attachments) to be docket-stamped and returned to us in the enclosed, self-addressed, stamped envelope.

Sincerely, Elizabeth Grains

Elizabeth Guarino Recovery Coordinator

Enclosures

RIDER A

The secured status of this claim is based upon the fact that the Debtor is obligated to this lessor pursuant to an unexpired true lease of equipment (as supported by the enclosed attachments) which the Debtor may assume. However, in the event that (i) the lease is rejected and the equipment is returned to lessor, or (ii) the lease is deemed a lease intended as security; and the equipment value is insufficient to satisfy lessor's entire claim, then lessor shall have an unsecured claim in an amount equal to the difference between the entire secured claim and the value of the equipment.

06/21/2001

20122112	SEELOE IN	<u> </u>		ATTACHM	ENII				
ROADBAND (<u>. </u>					
mounts Due K	ey Equipme	ent Finance	- Bankruptcy	#: (01-1720 (GMS)				
ate of Filing:	05/09/01								
			P	RE-PETITION	- PAGE 1				_
INVOICE OR DESCRIPTION	INV DUE	AS OF	RENT	TAX	SUB TOTAL	# DAYS O/S	CONTRACT LATE CHARGE		TOTAL
1615296	12/28/00	05/08/01	3,787.27	921.73	\$ 4,709.00	132	\$ 414.39	\$	5,123.3
1644386	01/28/01	05/08/01	3,787.27	921.73	\$ 4,709.00	101	\$ 317.07	\$	5,026.0
1671935	02/28/01	05/08/01	3,787.27			70	\$ 219.75	<u> </u>	4,928.7
1702709	03/28/01	05/08/01	20,482.81	921.73		42	\$ 599.33	\$	22,003.8
1729642	04/28/01	05/08/01	7,510.36	337.97		11	\$ 57.55		7,905.8
1635622	01/11/01	05/08/01	8,042.04		\$ 10,083.09	118	\$ 793.20		10,876.2
1664372	02/11/01	05/08/01	8,222.04	2,041.05		87	\$ 595.26	· ·	10,858.3
1691107	03/11/01	05/08/01	44,467.52		\$ 46,508.57	59	\$ 1,829.34	\$	48,337.9
1722082	04/11/01	05/08/01	41,503.02		\$ 43,370.67	28	\$ 809.59	\$	44,180.2
1611818	12/20/00	05/08/01	14,974.75	3,717.39		140	\$ 1,744.60	\$	20,436.7
1639003	01/20/01	05/08/01	14,974.75		\$ 18,692.14	109	\$ 1,358.30	\$	20,050.4
1667916	02/20/01	05/08/01	14,974.75		\$ 18,632.72	78	\$ 968.90	\$	19,601.6
1696281	03/20/01	05/08/01	80,988.45		\$ 84,705.84	50	\$ 2,823.53	\$	87,529.3
1725363	04/20/01	05/08/01	51,292.68	2,308.18		19	\$ 678.94	\$	54,279.8
1616184	12/29/00	05/08/01	3,484.11	864.93		131	\$ 379.82 \$ 289.94	\$	4,728.8 4.638.9
1645324	01/29/01	05/08/01	3,484.11	864.93 851.10	\$ 4,349.04 \$ 4,335.21	100 70	\$ 289.94 \$ 202.31		4,638.9
1671936	02/28/01	05/08/01 05/08/01	3,484.11 18,843.25	864.93		41	\$ 538.69	\$	20,246.8
1702714	03/29/01	05/08/01	6.281.08	282.65		10	\$ 43.76		6,607.4
1730670	12/17/00	05/08/01	11,149.48		\$ 13,917.26	143	\$ 1,326.78	\$	15,244.0
1610229 1638107	01/17/01	05/08/01	11,149.48	2,767.78	\$ 13,917.26	112	\$ 1,039.16	\$	14,956.4
1638107	02/17/01	05/08/01	11,149.48		\$ 13,873.02	81	\$ 749.14	\$	14,622.1
1696282	03/17/01	05/08/01	60,300.10		\$ 63,067.88	53	\$ 2,228.40	\$	65,296.2
1724827	04/17/01	05/08/01	44,220.07			22	\$ 677.75	\$	46,887.7
1641725	01/26/01	05/08/01	29,122.66		\$ 36,412.92	103	\$ 2,500.35		38,913.2
1670357	02/26/01	05/08/01	29,125.36		\$ 36,297.43	72	\$ 1,742.28		38,039,7
1699604	03/26/01	05/08/01	157,724.14		\$ 165,010.94	44	\$ 4,840.32	\$	169,851.2
1728379	04/26/01	05/08/01	68,347.13		\$ 71,443.77	13	\$ 619.18	\$	72,062.9
UB TOTAL / PRE-I	PETITION AM	OUNTS DUE							
NDER LEASE:								\$	877,772.3
ITEREST ACCRUE	ED SINCE PET	TITION DATE @	Contract Rate:						
								\$	25,162.8

06/21/2001

	ATTACHMENT 1										
ROADBAND OFFICE, INC.											
Amounts Due K			- Bankruptcy	/#:	(01-1720 (GMS))		-		
Date of Filing:	05/09/01										
Jate of Fining.	00/00/01										
			I	PO\$	T-PETITION	I - PAGE Z				_	
			POST PET	ITIOI	N AMOUNTS	ACCRUED TO	DATE				
INVOICE OR INV DUE POST PETITION INTEREST @ CONTRACT											
DESCRIPTION	DATE	AS OF	RENT		TAX	TOTAL	54	Ġ.	488.02	œ	TOTAL 14,044.23
1729642	04/28/01	06/21/01	12,972.45		583.76		24	\$	342.47	\$	21,747.0
1758506	05/28/01	06/21/01	20,482.81		921.73		71		146.63	\$	3.244.5
1722082	04/11/01	06/21/01	2,964.50		133.40			\$		<u> </u>	
1749851	05/11/01	06/21/01	44,467.52	Ĺ	2,041.05		41	\$	1,271.23	\$	47,779.8
1777170	06/11/01	06/21/01	44,467.52		2,001.05	<u> </u>	10	\$	309.79	\$	46,778.3
1725363	04/20/01	06/21/01	29,695.77	Ĺ	1,336.32		62	\$	1,282.66	\$	32,314.7
1753007	05/20/01	06/21/01	80,988.45			\$ 84,632.95	32	\$	1,805.50	\$	86,438.4
1781390	06/20/01	06/21/01	80,988.45			\$ 84,632.95	1 50	\$	56.42	\$	84,689.3
1730670	04/29/01	06/21/01	12,562.17		565.31		53	\$	463.84	\$	13,591.3
1758515	05/29/01	06/21/01	18,843.25		847.96		23	\$	301.93	\$	19,993.1
1724827	04/17/01	06/21/01	16,080.03		723.60		65	\$	728.16	\$	17,531.7
1751950	05/17/01	06/21/01	60,300.10		2,713.51	<u> </u>	35	\$	1,470.32	\$	64,483.9
1779984	06/17/01	06/21/01	60,300.10	1	2,713.51		4	\$	168.04	\$	63,181.6
1728379	04/26/01	06/21/01	89,377.01		<u> </u>	\$ 93,426.46	56	\$	3,487.92	\$	96,914.3
1756114	05/26/01	06/21/01	157,724.14		7,146.09	\$ 164,870.23	26	\$	2,857.75	\$	167,727.9
SUB TOTAL / POST PETITION AMOUNTS DUE 732,214.27 \$ 33,065.74 765,280.01 \$ 15,180.69 \$ 780,460.							780,460.7				

		ATTACHM	ENT 1				
BROADBAND OFFICE, INC.				•			
Amounts Due Key Equipment Finance	- Bankruptcy	/ # :	01-1720 (GMS)				
Date of Filing: 05/09/01				·			
UNAC	CRUED FUTUR	RE AMOUNTS D	<u>UE - POST PE</u>	TITION - PAGE	<u>3</u>		
LEASE # and RENTAL PERIOD	RENT	TAX					TOTAL
Schedule No. X163-01 06/28/01 - 08/27/01 2 months @ \$20,482.81/mo	40,965.62	1,843.46				\$	42,809.08
Schedule No. X163-02 07/11/01 - 10/10/01 3 months @ \$44,467.52/mo	133,402.56	6,003.15				\$	139,405.71
Schedule No. X163-03 07/20/01 - 10/19/01 3 months @ \$80,988.45/mo	242,965.35	10,933.50				\$	253,898.85
Schedule No. X163-04 06/29/01 - 10/28/01 4 months @ \$18,843.25/mo	75,373.00	3,391.84				\$	78,764.84
Schedule No. X163-05 07/17/01 - 12/16/01 5 months @ \$60,300.10/mo	301,500.50	13,567.55				\$	315,068.05
Schedule No. X163-06 06/26/01 - 01/25/02 7 months @ \$157,724.14/mo	1,104,068.98	50,022.63	·			\$	1,154,091.61
X163-01 EST 2001 PPTX	0.00	13,300.00				\$	13,300.00
X163-02 EST 2001 PPTX	0.00	21,650.00				\$	21,650.00
X163-03 EST 2001 PPTX	0.00	39,435.00				\$	39,435.00
X163-04 EST 2001 PPTX	0.00	9,175.00				\$	9,175.00
X163-05 EST 2001 PPTX	0.00	39,525.00				\$	39,525.00
X163-06 EST 2001 PPTX	0.00	76,320.00				\$	76,320.00
SUB TOTAL / POST PETITION UNACCRUED AMOUNTS DUE UNDER LEASE:						\$	2,183,443.14
EQUIPMENT VALUE (for true leases):						\$	2,200,000.00
TOTAL AMOUNT OF CLAIM*	1	I	T	1		\$ 6	,066,838.91
*INTEREST ACCRUES ON ALL PRE- & PO	L ST-PETITION A	AMOUNTS AT L	ATE CHARGE	RATE IN LEAS	E.		

MASTER LEASE AGREEMENT

	•		NO	<u> </u>
This Master Lease Agreement (the "MLA") is en	ntered into by and between Extreme Networks® Cre	dit Corporation ("Lessor")	, having its principal plac	e of business at
3585 Monroe Street, Santa Clara, CA 95051 an	Broadband Office, Inc.		···	("Lessee"),
having its principal place of business at	2070 Chain Bridge Road, Suite 350,	Vienna, VA 2218	32	<u> </u>

1. LEASE AGREEMENT. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the equipment (the "Equipment") referenced in each of the Schedules (the "Schedule" or

"Schedules") which incorporate this MLA therein (the "Lease").

2. TERM. Each Lease shall be effective upon the execution of the MLA and the related Schedule by the Lessor and the Lessee. The lease term (the "Lease Term") of the Equipment referenced in each of the Schedules shall commencement Date shall be the date 30 days from the schedule (the "Rent Commencement Date"). The Rent Commencement Date shall be the date 30 days from the date that the Equipment is shipped by the supplier (the "Ship Date") as evidenced by a shipping document provided by the supplier related to the Equipment (the "Shipping Document"). Lessor will provide Lessee with a copy of the Shipping Document evidencing the Ship Date.

3. RENT. The rent (the "Rent") for the Equipment referenced in any Schedule shall be as stated in such Schedule and shall be payable according to the provisions of such Schedule. If any amount payable under a Schedule is not received by Lessor within 10 days of the due date, Lesse agrees to pay an Overdue Charge, as defined herein, with respect to such amount.

4. SELECTION AND ASSIGNMENT. Lessee will select the type; quantity and Supplier of each item of Equipment designated in a Schedule, and Lessee hereby assigns to Lessor all of its right, title

and interest in and to the related equipment purchase agreement, a copy of which has been provided to Lessor by Lessee (the "Agreement"). The Agreement may be amended with the consent of Lessor. Any such assignment with respect to Equipment shall become binding upon Lessor when Lessor and Lessee have entered into a Lesse with respect to such Equipment and as of the Rent Commencement Date referenced in such Lease. Upon such an assignment becoming effective, Lessor shall be obligated to purchase the Equipment from the Supplier in accordance with the provisions of the Agreement. It is expressly agreed that Lessee shall at all times remain fiable to Supplier under the Agreement to perform all duties and obligations of Lessee thereunder, except for the obligation to purchase the Equipment to the extent expressly assumed by the Lessor hereunder, and that the Lessee shall be entitled to the same rights of the purchaser of the Equipment under the Agreement, except such right, title and interest in the Equipment retained exclusively by the Lessor as owner of the Equipment. Lessor shall have no liability for a Supplier's failure to meet the terms and conditions

5. DELIVERY AND INSTALLATION. Lessee shall be responsible for payment of all transportation, packing, installation, testing and other charges associated with the delivery, installation or use of any

Equipment which are not included in the Agreement with respect to such Equipment.

6. WARRANTIES, LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR A PARTICULAR PURPOSE. LESSOR SHALL NOT BE LIABLE TO LESSEE OR ANY OTHER PERSON FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM LESSEE'S USE OF THE EQUIPMENT, OR FOR DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY OR LESSOR'S PASSIVE NEGLIGENCE. LESSEE HEREBY ACKNOWLEDGES THAT ANY MANUFACTURER'S OR SUPPLIER'S WARRANTIES WITH RESPECT TO THE EQUIPMENT ARE FOR THE BENEFIT OF BOTH LESSOR AND LESSEE. NOTWITHSTANDING THE FOREGOING, LESSEE'S OBLIGATIONS TO PAY EACH RENT PAYMENT DUE, OR OTHERWISE PERFORM ITS OBLIGATIONS, UNDER THIS LEASE ARE ABSOLUTE AND UNCONDITIONAL.

7. TITLE TO AND LOCATION OF EQUIPMENT. Lessor shall retain title to each item of Equipment. Lessee, at its expense, shall protect Lessor's title and keep the Equipment free from all claims, liens, encumbrances and legal processes. The Equipment is personal property and is not to be regarded as part of the real estate on which it may be situated. It requested by Lessor, Lessee will, at Lessee's expense, furnish a landlord or mortgagee waiver with respect to the Equipment. The Equipment shall not be removed from the location specified in the Schedule without the written consent of Lessor. Lessee shall, upon Lessor's request, affix and maintain plates, tags or other identifying labels, showing Lessor's ownership of the Equipment in a prominent position on the Equipment.

8. USE OF EQUIPMENT. INSPECTION AND REPORTS. The use of the Equipment by Lessee shall conform with all applicable laws, insurance policies, and warranties of the manufacturer or Supplier of the Equipment. Lessor shall have the right to inspect the Equipment at the premises where the Equipment is located. Lessee shall notify Lessor promptly of any claims, liens, encumbrances or legal

processes with respect to the Equipment.

9. FURTHER ASSURANCES, Lessee shall execute and deliver to Lessor such instruments as Lessor deems necessary for the confirmation of this Lesso and Lessor's rights hereunder. Lessor is authorized to file financing statements signed only by the Lessor in accordance with the Uniform Commercial Code, or financing statements signed by Lessor as Lessee's attorney-in-fact. Any such filling with respect to the Equipment leased pursuant to a true lease shall not be deemed evidence of any intent to create a security interest under the Uniform Commercial Code.

10. MAINTENANCE AND REPAIRS. Lessee shall, at its expense, maintain each item of Equipment in good condition, normal wear and tear excepted. Lessee shall not make any addition, alteration, or attachment to the Equipment without Lessor's prior written consent. Lessee shall make no repair, addition, alteration or attachment to the Equipment which interferes with the normal operation or

maintenance thereof, creates a safety hazard, or might result in the creation of a mechanic's or materialman's lien.

11. LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS. If Lessee fails to perform any of its obligations under a Lease, Lessor may perform any act or make any payment which Lessor deems. necessary for the maintenance and preservation of the Equipment subject thereto and Lessor's title thereto. All sums so paid by Lessor (together with all related Overdue Charges), and reasonable attorneys' fees incurred by Lessor in connection therewith, shall be additional rent payable to Lessor on demand. The performance of any such act or the making of any such payment by Lessor shall not be deemed a waiver or release of any obligation or default on the part of Lessee.

12. INDEMNIFICATION. Lessee assumes liability for, and hereby agrees to indemnify, protect and hold harmless, Lessor, and its agents, employees, officers, directors, partners and successors and assigns, from and against, all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including, without limitation, reasonable attorneys' fees, of whatever kind and nature, in contract or in tort, arising out of the use, condition, operation, ownership, selection, delivery, leasing or return of any item of Equipment, regardless of when, how and by whom operated, or any failure on the part of Lessee to perform or comply with any of its obligations under a Lease, excluding, however, any of the foregoing which result from the gross negligence or willful misconduct of Lessor. Such indemnities and assumptions of liabilities and obligations shall continue in full force and effect, notwithstanding the expiration or other termination of such Lease. Nothing contained in any Lease shall authorize Lessee to operate the Equipment subject thereto so as to incur or impose any liability on, or obligation for or on behalf of, Lessor.

13. NO OFF-SET. All Rents shall be paid by Lessee irrespective of any off-set, counterclaim, recoupment, defense or other right which Lessee may have against Lessor, the manufacturer or Supplier

of the Equipment or any other party.

14. ASSIGNMENT BY LESSEE. Lessee shall not, without Lessor's prior written consent, (a) sell, assign, transfer, pledge, hypothecate, or otherwise dispose of, encumber or suffer to exist a lien upon or against, any of the Equipment or any Lease or any interest therein, by operation of law or otherwise, or (b) sublease or tend any of the Equipment or permit any of the Equipment to be used by anyone

15. ASSIGNMENT BY LESSOR. Lessor may assign, sell or encumber its interest in any of the Equipment and any Lease. Upon Lessor's written consent, Lessee shall pay directly to the assignee of any such interest all Rent and other sums due under an assigned Lease. THE RIGHTS OF ANY SUCH ASSIGNEE SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEDUCTION, OFF-SET, COUNTERCLAIM, RECOUPMENT, DEFENSE OR OTHER RIGHT WHICH LESSEE MAY HAVE AGAINST LESSOR OR ANY OTHER PERSON OR ENTITY. Notwithstanding the foregoing, any such assignment (a) shall be subject to Lessee's right to possess and use the Equipment subject to a Lease so long as Lessee is not in default thereunder, and (b) shall not release any of Lessor's obligations

16. RETURN OF EQUIPMENT. Unless Lessee has exercised its option, if any, to renew a lease or purchase the Equipment subject thereto, upon expiration of the then current Lease Term of such Lease, Lessee shall, at its expense, cause such Equipment to be removed, disassembled, and placed in the same condition as when delivered to Lessee (reasonable wear and tear excepted) and properly crate such Equipment for shipment and deliver it to a common carrier designated by Lessor. Lessee will ship such Equipment, F.O.B. destination, to any address specified in writing by Lessor within the continental United States. All additions, attachments, alterations and repairs made or placed upon any of the Equipment shall become part of such Equipment and shall be the property of

17. EVENTS OF DEFAULT. The occurrence of any of the following shall be deemed to constitute an Event of Default hereunder: (a) Lessee fails to pay Rent, any other amount it is obligated to pay under a Lease or any other amount it is obligated to pay to Lessor and does not cure such failure within 10 days of such amount becoming due; (b) Lessee fails to perform or observe any obligation or covenant to be performed or observed by Lessee hereunder or under any Schedule, including, without limitation, supplying all requested documentation, and does not cure such failure within 10 days of receiving written notice thereof from Lessor; (c) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee is proven to have been false in any material respect when made or furnished; (d) the attempted sale or encumbrance by Lessee of the Equipment, or the making of any levy, seizure or attachment thereof or thereon; or (e) the dissolution, termination of existence, discontinuance of business, insolvency, or appointment of a receiver of any part of the property of Lessee, assignment by Lessee for the benefit of creditors, the commencement of proceedings under any bankrupky, reorganization or arrangement laws by or against Lessee, or any other act of bankrupky on the part of Lessee.

18 REMEDIES OF LESSOR. Af any time after the occurrence of any Event of Default, Lessor may exercise one or more of the following remedies: (a) Lessor may terminate any or all of the Lesses

with respect to any or all items of Equipment subject thereto; (b) Lessor may recover from Lessee all Rent and other amounts then due and to become due under any or all of the Leases; (c) Lessor may take possession of any or all items of Equipment, wherever the same may be located, without demand or notice, without any court order or other process of law and without liability to Lessee for any damages occasioned by such taking of possession, and any such taking of possession shall not constitute a termination of any Lease; (d) Lessor may demand that Lessee return any or all items of Equipment to Lessor in accordance with Paragraph 16; and (e) Lessor may pursue any other remedy available at law or in equity, including, without limitation, seeking damages, specific performance or

an injunction.

Upon repossession or return of any item of the Equipment, Lessor shall sell, lease or otherwise dispose of such item in a commercially reasonable manner, with or without notice and on public or private bid, and apply the net proceeds thereof (after deducting the estimated fair market value of such item at the expiration of the term of the applicable Lease, in the case of a sale, or the rents due for any period beyond the scheduled expiration of such Lease, in the case of any subsequent lease of such item, and all expenses, including, without limitation, reasonable attorneys' fees, incurred in connection therewith) towards the Rent and other amounts due under such Lease, with any excess net proceeds to be retained by Lessor.

Each of the remedies under this Lease shall be cumulative, and not exclusive, and in addition to any other remedy referred to herein or otherwise available to Lessor in law or in equity. Any repossession or subsequent sale or lease by Lessor of any item of Equipment shall not bar an action for a deficiency as herein provided, and the bringing of an action or the entry of judgment against

Lessee shall not bar Lessor's right to repossess any or all items of Equipment.

19. CREDIT AND FINANCIAL INFORMATION. Within 90 days of the close of each of Lessee's fiscal years, Lessee shall deliver to Lessor a copy of Lessee's annual report, if any, and an audited balance sheet and profit and loss statement with respect to such year. If audited financial statements of Lessee for such year are not prepared, Lessee may provide financial statements certified by an officer of Lessee. At Lessor's request, Lessee shall deliver to Lessor a balance sheet and profit and loss statement for any of its fiscal quarters, certified by an officer of Lessee.

20. INSURANCE. As of the date that risk of loss for the Equipment passes from the Supplier to the Lessee under the terms of the Agreement, Lessee shall obtain and maintain through the end of the Lease Term of each Lease (and any renewal or extension thereof), at its own expense, property damage and personal liability insurance and insurance against loss or damage to the Equipment. including, without limitation, loss by fire (with extended coverage), theft and such other risks of loss as are customarily insured against with respect to the types of Equipment leased hereunder and by the types of businesses in which such Equipment will be used by Lessee. Such insurance shall be in such amounts, with such deductibles, in such form and with such insurers as shall be satisfactory to Lessor, provided, however, that the amount of the insurance against loss or damage to the Equipment shall not be less than the greater of the replacement value of the Equipment, from time to time, or the original purchase price of the Equipment. Each insurance policy shall name Lesse as an insured and Lessor as an additional insured or loss payee, and shall contain a clause requiring the insurer to give Lessor at least 30 days prior written notice of any alteration in the terms of such policy or of the cancellation thereof. Lesses shall furnish to Lessor a certificate of insurance or other evidence satisfactory to Lessor that such insurance coverage is in effect; provided, however, that Lessor shall be under no duty either to ascertain the existence of or to examine such insurance policy or to advise Lessee in the event such insurance coverage shall not comply with the requirements hereof. Lessee shall give Lessor prompt notice of any demage to, or loss of, any of the Equipment, or any part thereof, or any personal injury or property damage occasioned by the use of any of the Equipment.

21. TAXES. Lessee hereby assumes liability for, and shall pay when due, and, on a net after-tax basis, shall indemnify, protect and hold harmless Lessor against all fees, taxes and governmental charges (including, without limitation, interest and penalties) of any nature imposed on or in any way relating to Lessor, Lessee, any item of Equipment or any Lease, except state and local taxes on or measured by Lessor's net income (other than any such tax which is in substitution for or relieves Lessee from the payment of taxes it would otherwise be obligated to pay or reimburse to Lessor as infestible by Lessor's net misonic former train any source, which is in successful or to relate a case from the payment or lakes it mount outside to be objected by payment or lakes it mount outside to be filled with respect thereto, for which it has indemnified Lessor hereunder or, if requested by Lessor of all such requirements and furnish Lessor with all information required for Lessor to fill such requirements and furnish Lessor with all information required for Lessor to fill such requirements and furnish Lessor with all information required for Lessor to fill such requirements and furnish Lessor with all information required for Lessor to make such payments shall, at Lessor's option, become immediately due from Lessoe to Lessor and shall be

subject to the Overdue Charge from the date paid by Lessor until the date reimbursed by Lessee.

22. SEVERABILITY. If any provision of any Lease is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of such Lease or any provision of any

23. NOTICES, All notices hereunder shall be in writing and shall be deemed given when sent by certified mail, postage prepaid, return receipt requested, addressed to the party to which it is being sent at its address set forth herein or to such other address as such party may designate in writing to the other party.

24. AMENDMENTS, WAIVERS AND EXTENSIONS. This MLA and each Schedule constitute the entire agreement between Lessor and Lessee with respect to the lease of the Equipment subject to such Schedule, and supersede all previous communications, understandings, and agreements, whether oral or written, between the parties with respect to such subject matter. No provision of any Lease may be changed, waived, amended or terminated except by a written agreement, specifying such change, waiver, amendment or termination, signed by both Lessee and Lessor, except that Lessor may insert, on the appropriate schedule, the serial number of Equipment, after delivery of such Equipment, and the Rent Commencement Date for the Equipment. No waiver by Lessor of any Event of Default shall be construed as a waiver of any future Event of Default or any other Event of Default. At the expiration of the Lease Term with respect to a Lease, upon notice given by Lessee at least ninety (90) days prior thereto, (a) such Lease shall be renewed or the Equipment subject thereto shall be purchased under the terms and conditions set forth herein for a term and rent amount or purchase price, as the case may be, to be agreed upon, or (b) if no such agreement is reached prior to the expiration of such Lease Term or such notice specifies that Lessee intends to return the Equipment, then Lessee shall return the Equipment to Lessor in the manner prescribed in Paragraph 16 of this MLA. In the absence of Lessor's timely receipt of the notice contemplated by the preceding sentence, the Lease shall be automatically extended, on a month-to-month basis, until terminated (upon notice by either party given at least ninety (90) days prior to the end of the month on which the termination is to be effective) or until renewed or the Equipment subject thereto is purchased by agreement of the parties. Unless otherwise agreed, Lessee shall continue to pay Rent for each month following such Lease Term until the Equipment subject to such Lease is returned pursuant to Paragraph 16 of this MLA.

25. CONSTRUCTION. This MLA shall be governed by and construed in accordance with the internal laws, but not the choice of laws provisions, of the State of California. The titles of the sections of this MLA are for convenience only and shall not define or limit any of the terms or provisions hereof. Time is of the essence in each of the provisions hereof.

26. PARTIES. This MLA shall be binding upon, and inure to the benefit of, the permitted assigns, representatives and successors of the Lessor and Lessee. If there is more than one Lessee named in

this MLA, the liability of each shall be joint and several.

27. COUNTERPARTS. Each Lease may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same

28. OVERDUE CHARGE. Overdue Charge shall mean an amount equal to 2% per month of any payment under a Lease which is past due, including, without limitation, any amounts not included in any payment of Rent hereunder, or the highest charge permitted by law, whichever is lower.

The person executing this MLA on behalf of Lessee hereby certifies that he or she has read, and is duly authorized to execute, this MLA.

Accepted by:	·
Extreme Networks® Credit Corporation	LESSEE: Broadband Office, Inc.
BY: Sam Potherty	BY: X ASC.
NAME: Janes E. Hartigan	NAME: Print
TITLE: (FO	TITLE: DIRECTOR OF FINANCE & CONTINUER
DATE: 3/7/00	DATE: 3/9/60

LEASE SCHEDULE NO01_				
This Schedule and its supplements incorporate by this reference the terms and conditions of the Master Lease Agreement, Number X163, between				
Extreme Networks® Credit Corporation (Lessor) and Broadband Office, Inc. (Lessee).				
1. Supplier: Extreme Networks				
2. Location of Equipment Broadband Office, Inc. 2070 Chain Bridge Road, Suite 350, Vienna, VA 22182				
3. Equipment Value: \$ 349,416.75 (exclusive of sales and/or use taxes).				
4. Lease Term: The Lease Term of the Equipment described in this Schedule shall begin on the Rent Commencement Date referenced below in Paragraph				
and its expiration date shall be 18 months after such Rent Commencement Date.				
5. Rent: \$ 20,482.81 per month (exclusive of sales and/or use taxes) due and payable at the Rent Commencement Date and on the same date of each				
succeeding month of the Lease Term. The advance Rent payment shall be \$ 40,965.62 . This amount includes \$ 20,482.81 for the				
first month, and \$ 20,482.81 for the last 1 month(s), of the Lease Term.				
6. Rent Commencement Date: February 28 19				
7. Purchase Option:				
Lessee shall have the option to purchase the Equipment for its fair market value for continued use ("FMV"), on the expiration of this Lease or any renewal temprovided Lessee is not in default of any of its obligations under this Lease on such expiration date. This purchase option may only be exercised by Lessee written notice to Lessor not earlier than 180 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. The purchase price for suc Equipment shall be payable upon the expiration date of such term. FMV shall be equal to the value of the Equipment installed and in use, with consideration given to the age, condition, utility and replacement costs for the Equipment. In the event that Lessor and Lessee are unable to agree upon the purchase price for the Equipment, such purchase price will be determined by an independent appraiser to be selected by Lessor. Lessee shall be responsible for all applicable sales and/or use taxes on the Equipment. Upon exercise of this purchase option and payment of the purchase price, Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request in order to vest in Lessee all right, title and interest in the Equipment.				
8. Renewal Option:				
Lessee shall have the option to renew this Lease, on the expiration date of this Lease or any renewal term, for the fair market rental for the continued use of the Equipment ("FMR") and on such other terms as may be agreed upon by Lessor and Lessee prior to such expiration date, provided Lessee is not in default of an of its obligations under this lease on such expiration date. This renewal option may only be exercised by Lessee's written notice to Lessor not earlier than 18 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. FMR shall be equal to the value of the monthly rental of the Equipment installed and in use, with consideration given to the age, condition, utility and replacement costs for the Equipment, for the renewal term.				
9. Tax Benefits:				
Lessee understands that Lessor intends to claim the "Tax Benefits", consisting of the maximum Modified Accelerated Cost Recovery System deductions for the minimum useful life applicable to each item of Equipment, as provided by Sections 168(b) and (c) of the Internal Revenue Code of 1966, and analogous benefit unider state law, with respect to the Equipment. Lessee represents and warrants that (i) Lessee has not been, is not now, and during the term of this Lease who the become, and will not allow the Equipment to be used by or leased to, a tax-exempt entity or government agency; and (ii) Lessee is not now, and during the term of this Lease will not become, a public utility. Without limitation by the preceding sentence, Lessee agrees not to take any action, fail to take any action, of misstate any fact which may result in any loss to Lessor of the Tax Benefits.				
Lessee agrees to pay promptly to Lessor an amount which will fully compensate Lessor, on an after-tax basis, for any loss of the Tax Benefits, plus interes penalties and additions to tax, any loss in time value of the Tax Benefits, and any taxes imposed on any such compensation payment, resulting from Lessee acts, omissions or misstatements, including, without limitation, with respect to the representations and warrantles in the preceding paragraph. A loss of Ta Benefits occurs at the earliest of: (i) the happening of any event causing the loss; (ii) payment by Lessor of any additional tax resulting from the loss; or (iii) an adjustment to the tax return of Lessor. Lessor's right to recovery of a loss of Tax Benefits shall survive the expiration or termination of this Lease.				
10. Description of Equipment:				
See Schedule A which is attached hereto and made a part hereof by this reference. The person executing this Schedule on behalf of Lessee Hereby certifies that he or she has read, and is duly authorized to execute, this Schedule				
Accepted by: Extreme Networks® Credit Corporation LESSEE: Broadband Office, Inc.				
BY: Jam & Han BY: BY:				
NAME: Tan, E. Hartigan NAME: VERRY G. FABI				
TITLE: OFO TITLE DIRECTOR OF FINANCE & CONTROLLER				
DATE: 3/9/00 DATE: 3/9/00				

Filed 03/15/2007

ADDENDUM

This Addendum is to Schedule No. 01 (the "Schedule") to Master Lease Agreement No. X163, by and between Extreme Networks Credit Corporation ("Lessor") and Broadband Office, Inc. ("Lessee").

Paragraph (7) - In Paragraph (7) of the Lease Schedule, the following in replaced:

The words "its fair market value for continued use ("FMV") in the first line of Paragraph (7) are deleted and replaced with the following: "(20)% of the Equipment Value not to exceed the Fair Market Value ("FMV").

Except as modified by this Addendum, the terms and conditions of the Schedule shall remain in full force and effect.

Accepted by:

Extreme Networks Credit Corporation	Lessee: Broadband-Office, Inc.
By: Jam P Han hy an	By: Pol-
Name: Janes E. Hartisia	Name: Perm G. FASI
Title: (Fo	Title: DIRECTOR OF FRANCE & CONTRACEOR
Date: 3/9/01	Date: 3/9/00



February 9, 2000

Mr. Brian Blair Broadband Office, Inc. 2070 Chain Bridge Road, Suite 350 Vienna, VA 22182

Re: Master Lease Agreement No. X163, Schedule No. 01

Dear Mr. Blair:

Please sign below your agreement and acknowledgment that the Rent Commencement date on the above referenced Schedule to Master Lease Agreement No. X163 will be

Feb 28 2000

This date supersedes section 3 of the Master Lease Agreement.

Except as modified by this letter, the terms and conditions of the Lease Schedule and Master Lease Agreement shall remain in full force and effect.

Don't hesitate to call with any questions you may have.

Cordially,

Extreme Networks® Credit Corporation

Richard Salhany

Agreed and Acknowledged by:

Broadband Office, Inc.

Dy. 11- --

Name: --

Title Manacor

Purchasing + Contracts

Date: _____S_

3/10/00





2070 Chain-Bridge Road, Suite 350 Vienna, VA 22182

MLA# X163 Schedule #01

Serial Number	Description	Quantity	Unit Price	Total Price
14001	SUMMIT4-10/100TX	21	6,997.50	146.947.50
11703	S7i 1000BSX 4 GBIC	5	15,672.25	78,361.25
15001	SUMMIT48-BASIC LAYE	20	3,677.70	73,554.00
13011	SUMMIT24-BASIC LAYE	20	2,527.70	50,554.00

TOTAL COST:

\$349,416.75

PRINT OR TYPE ALL INFORMATION

OF THE REAL ESTATE NO () YES () NAME OF		
STATE CORPORA (Uniform Commercial Code Division,	ATION COMMISSION Box 1197, Richmond, Virginia 23209)	
FORM FOR ORIGINAL FINANCING STAT	TEMENT AND SUBSEQUENT STATEMENTS	
The Commission stamps the File Number on the Original Financing Staparty must place this same number on all subsequent-statements.	atement. The secured	
Index numbers of subsequent statements (For office use only)		
Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.	Check the box indicating the kind of statement. Check only one box.	· · · · · · · · · · · · · · · · · · ·
Broadband Office, Inc. 2070 Chain Bridge Road Vienna, VA 22162	() CONTINUATION-ORIGINAL STILL EFFE	CTIVE
- 	() AMENDMENT () ASSIGNMENT	CIIVE
	() PARTIAL RELEASE OF COLLATERAL	00-
	() TERMINATION	-
Name & address of Secured Party	Name & address of Assignee	ţ 2
Extreme Networks® Credit Corporation 3585 Monroe Street Santa Clara, CA 95051	Leasetec Corporation 1000 South McCallin Blvd Superior, CO 80027	99
Date of maturity if less than five years	Check if proceeds of collateral are covered (
Description of collateral covered by original financing statement MLA# X163-01 See attached (VA, Fairfax)	DAPR 2	
bee attached	TCC# 620 X163-01 =	
Space to record an amendment, assignment, release of collateral or a sta from another jurisdiction.	tement to cover collateral brought into rginia	
·	: : <u>: </u>	
Describe Real Estate if applicable:		
Remark Droadband Office, Inc.	Extreme Networks® Credit Corporation	
Signature of Delitor if applicable (Date)	Signature of Secured Party if applicable (Date)	

PRINT OR TYPE ALL INFORMATION THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER STATE CORPORATION COMMISSION (Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209) FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements. Index numbers of subsequent statements (For office use only) 000417 7259 Name & mailing address of all debtors, trade styles, etc. Check the box indicating the kind of statement. No other name will be indexed. Check only one box. Broadband Office, Inc. ORIGINAL FINANCING STATEMENT 2070 Chain Bridge Road, Suite 350 Vienna, VA 22162 CONTINUATION-ORIGINAL STILL EFFECTIVE AMENDMENT ASSIGNMENT PARTIAL RELEASE OF COLLATERAL TERMINATION Name & address of Secured Party Name & address of Assignee Extreme Networks® Credit Corporation Leasetec Corporation 3585 Monroe Street 1000 South McCaslin Blvd Santa Clara, CA 95051 Superior, CO. 80027 Date of maturity if less than five years Check if proceeds of collateral are covered Description of collateral covered by original financing statement MLA# X163-01 (VA) See attached TCC#620 Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction. Describe Real Estate if applicable:

THE Metworks® Credit Corporation

	LEASE SCHEDULE NO02
Th	s Schedule and its supplements incorporate by this reference the terms and conditions of the Master Lease Agreement, Number X163_, between
Ex	reme Networks® Credit Corporation (Lessor) and Broadband Office, Inc. (Lessee).
	Supplier: Extreme Networks
2.	Location of Equipment 2070 Chain Bridge Road, Suite 350, Vienna, VA 22182
3.	Equipment Value: \$ 758,572.50 (exclusive of sales and/or use taxes).
4.	Lease Term: The Lease Term of the Equipment described in this Schedule shall begin on the Rent Commencement Date referenced below in Paragraph
	and its expiration date shall be months after such Rent Commencement Date.
5.	Rent: \$ 44,467.52 per month (exclusive of sales and/or use taxes) due and payable at the Rent Commencement Date and on the same date of each
	succeeding month of the Lease Term. The advance Rent payment shall be \$ 88,935.04 This amount includes \$ 44,467.52 for the first
	month, and \$ 44,467.52 for the last 1 month(s), of the Lease Term.
6.	Rent Commencement Date:, 20
7.	Purchase Option:
	Lessee shall have the option to purchase the Equipment for its fair market value for continued use ("FMV"), on the expiration of this Lease or any renewal term provided Lessee is not in default of any of its obligations under this Lease on such expiration date. This purchase option may only be exercised by Lessee written notice to Lessor not earlier than 180 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. The purchase price for sucl Equipment shall be payable upon the expiration date of such term. FMV shall be equal to the value of the Equipment installed and in use, with consideration gives to the age, condition, utility and replacement costs for the Equipment. In the event that Lessor and Lessee are unable to agree upon the purchase price for the Equipment, such purchase price will be determined by an independent appraiser to be selected by Lessor. Lessee shall be responsible for all applicable sales and/or use taxes on the Equipment. Upon exercise of this purchase option and payment of the purchase price, Lessor shall execute and deliver to Lessee sucl documents as Lessee may reasonably request in order to vest in Lessee all right, title and interest in the Equipment.
8.	Renewal Option:
	Lessee shall have the option to renew this Lease, on the expiration date of this Lease or any renewal term, for the fair market rental for the continued use of the Equipment ("FMR") and on such other terms as may be agreed upon by Lessor and Lessee prior to such expiration date, provided Lessee is not in default of any oits obligations under this lease on such expiration date. This renewal option may only be exercised by Lessee's written notice to Lessor not earlier than 180 days nor later than 90 days, prior to the end of the Lease Term or any renewal term. FMR shall be equal to the value of the monthly rental of the Equipment installed and in use, with consideration given to the age, condition, utility and replacement costs for the Equipment, for the renewal term.
9.	Tax Benefits:
	Lessee understands that Lessor intends to claim the "Tax Benefits", consisting of the maximum Modified Accelerated Cost Recovery System deductions for the minimum useful life applicable to each item of Equipment, as provided by Sections 168(b) and (c) of the Internal Revenue Code of 1986, and analogous benefits under state law, with respect to the Equipment. Lessee represents and warrants that: (i) Lessee has not been, is not now, and during the term of this Lease will not allow the Equipment to be used by or leased to, a tax-exempt entity or government agency; and (ii) Lessee is not now, and during the term of this Lease will not become, a public utility. Without limitation by the preceding sentence. Lessee agrees not to take any action, fail to take any action, o misstate any fact which may result in any loss to Lessor of the Tax Benefits.
	Lessee agrees to pay promptly to Lessor an amount which will fully compensate Lessor, on an after-tax basis, for any loss of the Tax Benefits, plus interest penalties and additions to tax, any loss in time value of the Tax Benefits, and any taxes imposed on any such compensation payment, resulting from Lessee's acts omissions or misstatements, including, without limitation, with respect to the representations and warranties in the preceding paragraph. A loss of Tax Benefits occurs at the earliest of: (i) the happening of any event causing the loss; (ii) payment by Lessor of any additional tax resulting from the loss; or (iii) any adjustment to the tax return of Lessor. Lessor's right to recovery of a loss of Tax Benefits shall survive the expiration or termination of this Lease.
10.	Description of Equipment:
	See Schedule A which is attached hereto and made a part hereof by this reference.
The	e person executing this Schedule on behalf of Lessee Hereby certifies that he or she has read, and is duly authorized to execute, this Schedule
Acc	repted by: Extreme Networks® Credit Corporation LESSEE: Broadband Office, Inc.
BY:	Jame 10 Hartigan BY: Park.
/NA	ME: Jimes E. Hrutisia NAME: PERRY FABI
	Print Print TITLE DIRECTLY OF FINANCE & CONTROLLER
П	LE: FO TITLE: DIASCRIM OF FINANCE & CONTROLLER
DA	TE: 3/17/00 DATE: 3/17/00

ADDENDUM

This Addendum is to Schedule No. 02 (the "Schedule") to Master Lease Agreement No. X163, by and between Extreme Networks Credit Corporation ("Lessor") and Broadband Office, Inc. ("Lessee").

Paragraph 7 - In Paragraph 7 of the Lease Schedule, the following in replaced:

The words "its fair market value for continued use ("FMV") in the first line of Paragraph 7 are deleted and replaced with the following: "20% of the Equipment Value not to exceed the Fair Market Value ("FMV").

Except as modified by this Addendum, the terms and conditions of the Schedule shall remain in full force and effect.

Accepted by:

Extreme Networks Credit Corporation	Lessee: Broadband Office, Inc.
By: Jam S Hation	By: X Pal.
Name: Jans E. Hartisin	Name: PELLY FAO I
Title: CFO	Title: DIRECTOR OF FINANCE & CONTROLLER
Date: 3/17/05	Date: 3/17/00





SCHEDULE A

Broadband Office, Inc. 2070 Chain Bridge Road, Suite 350 Vienna, VA 22182

MLA# X163 Schedule # 02

Serial Number	Description	Quantity	Unit Price	Total Price
14001 15010 15001 13011 10011	SUMMIT4-10/100TX 48 10/100 TX, NO GBIC SUMMIT48-BASIC LAYE SUMMIT24-BASIC LAYE SX GBIC MODULE	71 18 30 30	6,997.50 2,997.50 3,997.50 2,747.50 272.25	496,822.50 53,955.00 119,925.00 82,425.00 5,445.00

TOTAL COST:

\$758,572.50





March 16, 2000

Mr. Perry Fabi Broadband Office, Inc. 2070 Chain Bridge Road, Suite 350 Vienna, VA 22182

RE: Master Lease Agreement No. X163, Schedule No. 02

Dear Mr. Fabi:

We have attached a copy of the Shipping Document or Suppliers Invoice evidencing the March 13, 2000 as provided under Section 2 of the above referenced Master Lease Agreement. Accordingly, your lease payments for the above referenced schedule shall commence on April 11, 2000.

Our billing department will send out invoices shortly reflecting payments due. Please remit all other payments to the address at the top of this letter or to the address on the invoices, which our billing department will send out.

Regards,

EXTREME NETWORKS® CREDIT CORPORATION

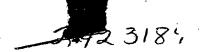
Richard Salhany

cc: Billing Department

Case 1:04-cv-00407-GMS Document 69-7 Filed 03/15/2007 Page 20 of 48 2423187 CC VA FAIRFAX

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEM OF THE REAL ESTATE NO () YES () NAME OF R			ORD OWNER
STATE CORPORAT (Uniform Commercial Code Division, B FORM FOR ORIGINAL FINANCING STATE	ox 1197, Richmond	d, Virginia 23209)	0
The Commission stamps the File Number on the Original Financing State party must place this same number on all subsequent statements.	ement. The secured		0 0 0 3
Index numbers of subsequent statements (For office use only)			ယ
Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.	Check the box inc Check only one b	dicating the kind of statement. ox.	
Broadband Office, Inc. 2070 Chain Bridge Road, Suite 350 Vienna, CA 22182	() CONTIN	•	
	() ASSIGN	MENT .L RELEASE OF COLLA	TERAL
		NATION	7.7
Name & address of Secured Party	Name & address o	of Assignee	
Extreme Networks ® Credit Corporation 3583 Monroe XXXX Street Santa Clara, CA 95051	Leasetec Corp 1000 South Mc Superior, CC	Caslin Blvd 🐯	רוו בח
Date of maturity if less than five years	Check if proceeds	s of collateral are covered) ;
Description of collateral covered by original financing statement MLA# X163-02 (Fairfax, VA) See attached		TCC 627 X163-02	່ ທ ່
Space to record an amendment, assignment, release of collateral or a state from another jurisdiction.	tement to cover collate	ral brought into Virginia	• .
Describe Real Estate if applicable: RETURN ACK. TO UCC DIRECT SERV P.O. BOX 29071	: VICES		
Broadband Office, Inc. GLENDALE, CA 912	09.900 Netw	orks® Credit KK Cor	poration
Signature of Debtor if applicable (Date)	Signature of Sego	nred Party if applicable (Date)	



PRINT OR TYP	E ALL INFORMATION		
	TEMENT TO BE INDEXED AGAINST THE RECORD OWNER		
OF THE REAL ESTATE NO () YES () NAME (OF RECORD OWNER		
(Uniform Commercial Code Divisio	RATION COMMISSION on, Box 1197, Richmond, Virginia 23209) CATEMENT AND SUBSEQUENT STATEMENTS		
The Commission stamps the File Number on the Original Financing party must place this same number on all subsequent statements.	Statement. The secured		
Index numbers of subsequent statements (For office use only)	/ 000612 7390		
Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.	Check the box indicating the kind of statement. Check only one box.		
Broadband Office, Inc. 2070 Chain Bridge Road, Suite 350 Vienna, VA 22182	ORIGINAL FINANCING STATEMENT () CONTINUATION-ORIGINAL STILL EFFECTIVE () AMENDMENT		
	() ASSIGNMENT		
•	() PARTIAL RELEASE OF COLLATERAL () TERMINATION		
Name & address of Secured Party	Name & address of Assignee		
Extreme Networks® Credit Corporation 3583 Monroe Street Santa Clara, CA 95051	Leasetec Corporation 1000 South McCaslin Blvd Superior, CO. 80027		
Date of maturity if less than five years	Check if proceeds of collateral are covered ()		
Description of collateral covered by original financing statement			
MLA# X163-02 (VA) See attached	TCC 627 X163-02		
Space to record an amendment, assignment, release of collateral or from another jurisdiction.	a statement to cover collateral brought into Virginia		
Describe Real Estate if applicable: RETURN ACK. UCC DIRECT S	T0:		
Broadband Office, Inc. Broadband Office, Inc. GLENDALE, CA	191209907ktreme Wetworks@ Credit Corporation		
Signature of Debtor if applicable (Date)	Signature of Secured Party if applicable (Date)		

	LEASE SCHEDULE NO03_
Thi	s Schedule and its supplements incorporate by this reference the terms and conditions of the Master Lease Agreement, Number $\times 163$, between
Ext	reme Networks® Credit Corporation (Lessor) and Broadband Office, Inc. (Lessee).
1.	Supplier: Extreme Networks
2.	Location of Equipment: 2070 Chain Bridge Road, Suite 350, Vienna, VA 22182
3.	Equipment Value: \$ 1,381,584.00 (exclusive of sales and/or use taxes).
4.	Lease Term: The Lease Term of the Equipment described in this Schedule shall begin on the Rent Commencement Date referenced below in Paragraph 6
	and its expiration date shall be 18 months after such Rent Commencement Date.
5.	Rent: \$_80,988.45 per month (exclusive of sales and/or use taxes) due and payable at the Rent Commencement Date and on the same date of each
	succeeding month of the Lease Term. The advance Rent payment shall be \$ 161,976.90 . This amount includes \$ 80,988.45 for the first
	month, and \$ 80,988.45 for the last 1 month(s), of the Lease Term.
6.	Rent Commencement Date:, 19
7.	Purchase Option:
	Lessee shall have the option to purchase the Equipment for its fair market value for continued use ("FMV"), on the expiration of this Lease or any renewal term provided Lessee is not in default of any of its obligations under this Lease on such expiration date. This purchase option may only be exercised by Lessee's written notice to Lessor not earlier than 180 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. The purchase price for such Equipment shall be payable upon the expiration date of such term. FMV shall be equal to the value of the Equipment installed and in use, with consideration giver to the age, condition, utility and replacement costs for the Equipment. In the event that Lessor and Lessee are unable to agree upon the purchase price for the Equipment, such purchase price will be determined by an independent appraiser to be selected by Lessor. Lessee shall be responsible for all applicable sales and/or use taxes on the Equipment. Upon exercise of this purchase option and payment of the purchase price, Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request in order to vest in Lessee all right, title and interest in the Equipment.
8.	Renewal Option:
	Lessee shall have the option to renew this Lease, on the expiration date of this Lease or any renewal term, for the fair market rental for the continued use of the Equipment ("FMR") and on such other terms as may be agreed upon by Lessor and Lessee prior to such expiration date, provided Lessee is not in default of any or its obligations under this lease on such expiration date. This renewal option may only be exercised by Lessee's written notice to Lessor not earlier than 180 days nor later than 90 days, prior to the end of the Lease Term or any renewal term. FMR shall be equal to the value of the monthly rental of the Equipment installed and in use, with consideration given to the age, condition, utility and replacement costs for the Equipment, for the renewal term.
9.	Tax Benefits:
	Lessee understands that Lessor intends to claim the "Tax Benefits", consisting of the maximum Modified Accelerated Cost Recovery System deductions for the minimum useful life applicable to each item of Equipment, as provided by Sections 168(b) and (c) of the Internal Revenue Code of 1986, and analogous benefits under state law, with respect to the Equipment. Lessee represents and warrants that: (i) Lessee has not been, is not now, and during the term of this Lease will not allow the Equipment to be used by or leased to, a tax-exempt entity or government agency; and (ii) Lessee is not now, and during the term of this Lease will not become, a public utility. Without limitation by the preceding sentence, Lessee agrees not to take any action, fail to take any action, o misstate any fact which may result in any loss to Lessor of the Tax Benefits. Lessee agrees to pay promptly to Lessor an amount which will fully compensate Lessor, on an after-tax basis, for any loss of the Tax Benefits, plus interest penalties and additions to tax, any loss in time value of the Tax Benefits, and any taxes imposed on any such compensation payment, resulting from Lessee's acts.
	omissions or misstatements, including, without limitation, with respect to the representations and warranties in the preceding paragraph. A loss of Tax Benefits occurs at the earliest of: (i) the happening of any event causing the loss; (ii) payment by Lessor of any additional tax resulting from the loss; or (iii) any adjustment to the tax return of Lessor. Lessor's right to recovery of a loss of Tax Benefits shall survive the expiration or termination of this Lease.
10	Description of Equipment:
- .	See Schedule A which is attached hereto and made a part hereof by this reference.
	e person executing this Schedule on behalf of Lessee Hereby certifies that he or she has read, and is duly authorized to execute, this Schedule
В	EESSEE: Broadband Offfice, Inc. BY: BY:
N/	ME: Janes F. Hantigan NAME: Print Print
Ti	TITLE: DIRECTOR OF FINANCE & CONTROLLER
D	ATE: 3/28/00 DATE: 3/24/00

ADDENDUM

This Addendum is to Schedule No. 03 (the "Schedule") to Master Lease Agreement No. X163, by and between Extreme Networks Credit Corporation ("Lessor") and Broadband Office, Inc. ("Lessee").

Paragraph (x) – In Paragraph (x) of the Lease Schedule, the following in replaced:

The words "its fair market value for continued use ("FMV") in the first line of Paragraph 7 (x) are deleted and replaced with the following: "20% of the Equipment Value not to exceed the Fair Market Value ("FMV")".

Except as modified by this Addendum, the terms and conditions of the Schedule shall remain in full force and effect.

Accepted by:

Extreme Networks ® Credit Corporation	Lessee: Broadbard Office, Inc.
By: James & Hartigan	By: By:
Name: Janes F. Hartigas	Name: Peter Fits!
Title: CFO	Title: Director of France & Commoner
Date: 3/28/05	Date: 3/24/00





SCHEDULE A

Broadband Office, Inc. 2070 Chain Bridge Road, Suite 350 Vienna, VA 22182

MLA# X163 Schedule# 03

Quantity	Description	
70	Summit4 - 10/100TX	
50	S7F,28 100BSX.4 GBIC	*.
23	48 10/100 TX, No GBIC	
144	SX GBIC Module	

TOTAL COST:

\$1,381,584.00



March 24, 2000

Mr. Peter Fabi Broadband Office, Inc. 2070 Chain Bridge Road, Suite 350 Vienna, VA 22182

RE: Master Lease Agreement No. X163, Schedule No. 03

Dear Mr. Fabi:

We have attached a copy of the Shipping Document or Suppliers Invoice evidencing the Ship Date of March 22, 2000as provided under Section 2 of the above referenced Master Lease Agreement. Accordingly, your lease payments for the above referenced schedule shall commence on April 20, 2000.

Our billing department will send out invoices shortly reflecting payments due. Please remit all other payments to the address at the top of this letter or to the address on the invoices, which our billing department will send out.

Regards,

EXTREME NETWORKS® CREDIT CORPORATION

Richard Salhany

cc: Billing Department

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242 3190 CC VA FAIRFAX

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER
OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER
STATE CORPORATION COMMISSION (Uniform Commercial Code Division), Box 1197, Richmond, Virginia 23209) FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS
The Commission stamps the File Number on the Original Financing Statement. The secured page must place this same number on all subsequent statements.
Index numbers of subsequent statements (For office use only) ** (UV
Name & mailing address of all debtors, trade styles, etc. Check the box indicating the kind of statement. Check only one box.
ORIGINAL FINANCING STATEMENT () CONTINUATION ORIGINAL STILL EFFECTY
Broudband Office, Enc. 2070 Chain Bridge Road, Suite 350 () AMENDMENT
() ASSIGNMENT () PARTIAL RELEASE OF COLLATERAL
() PARTIAL RELEASE OF COLLABORATION
Name & address of Secured Party / Name & address of Assignee
Estreme Networks Gredit Corporation 1565 Monroe Street Santa Clara CA 95051 Santa Clara CA 95051 Santa Clara CA 95051
Date of maturity if less than five years Check if proceeds of collateral areas areas.
Description of collateral covered by original financing statement
Mas X163 - 03 (Fairfax, VA) See Attached TCC 629 X163-03
Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia
from another jurisdiction.
Describe Real Estate if applicable:
ACK TO ACK TO
Broadband Affice, Inc. UCC DIRECT SERVICES Extreme Networks Credit Corporation R.O. BOX 29074 GLENDALE, CA 91200-9071
Signature of Debtor if applicable (Date) Signature of Secured Party if applicable (Date)

v · 74160

	LEASE SCHEDULE NO04_
Thi	s Schedule and its supplements incorporate by this reference the terms and conditions of the Master Lease Agreement, Number X163, between
Ext	rerne Networks® Credit Corporation (Lessor) and Broadband Office, Inc. (Lessee).
1.	Supplier: Extreme Networks
2.	Location of Equipment: 2070 Chain Bridge Road, Suite 350, Vienna, VA 22182
3.	Equipment Value: \$ 321,447.50 (exclusive of sales and/or use taxes).
4.	Lease Term: The Lease Term of the Equipment described in this Schedule shall begin on the Rent Commencement Date referenced below in Paragraph 6
	and its expiration date shall be months after such Rent Commencement Date.
5.	Rent: \$ 18,843.25 per month (exclusive of sales and/or use taxes) due and payable at the Rent Commencement Date and on the same date of each
	succeeding month of the Lease Term. The advance Rent payment shall be \$ 37,686.50 . This amount includes \$ 18,843.25 for the first
	month, and \$ 18,843.25 for the last 1 month(s), of the Lease Term.
6.	Rent Commencement Date:, 20
7.	Purchase Option:
	Lessee shall have the option to purchase the Equipment for its fair market value for continued use ("FMV"), on the expiration of this Lease or any renewal term, provided Lessee is not in default of any of its obligations under this Lease on such expiration date. This purchase option may only be exercised by Lessee's written notice to Lessor not earlier than 180 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. The purchase price for such Equipment shall be payable upon the expiration date of such term. FMV shall be equal to the value of the Equipment installed and in use, with consideration given to the age, condition, utility and replacement costs for the Equipment. In the event that Lessor and Lessee are unable to agree upon the purchase price for the Equipment, such purchase price will be determined by an independent appraiser to be selected by Lessor. Lessee shall be responsible for all applicable sales and/or use taxes on the Equipment. Upon exercise of this purchase option and payment of the purchase price, Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request in order to vest in Lessee all right, title and interest in the Equipment.
8.	Renewal Option:
	Lessee shall have the option to renew this Lease, on the expiration date of this Lease or any renewal term, for the fair market rental for the continued use of the Equipment ("FMR") and on such other terms as may be agreed upon by Lessor and Lessee prior to such expiration date, provided Lessee is not in default of any of its obligations under this lease on such expiration date. This renewal option may only be exercised by Lessee's written notice to Lessor not earlier than 180 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. FMR shall be equal to the value of the monthly rental of the Equipment installed and in use, with consideration given to the age, condition, utility and replacement costs for the Equipment, for the renewal term.
9.	Tax Benefits:
	Lessee understands that Lessor intends to claim the "Tax Benefits", consisting of the maximum Modified Accelerated Cost Recovery System deductions for the minimum useful life applicable to each item of Equipment, as provided by Sections 168(b) and (c) of the Internal Revenue Code of 1986, and analogous benefits under state law, with respect to the Equipment. Lessee represents and warrants that: (i) Lessee has not been, is not now, and during the term of this Lease will not allow the Equipment to be used by or leased to, a tax-exempt entity or government agency; and (ii) Lessee is not now, and during the term of this Lease will not become, a public utility. Without limitation by the preceding sentence, Lessee agrees not to take any action, fail to take any action, or misstate any fact which may result in any loss to Lessor of the Tax Benefits.
	Lessee agrees to pay promptly to Lessor an amount which will fully compensate Lessor, on an after-tax basis, for any loss of the Tax Benefits, plus interest, penalties and additions to tax, any loss in time value of the Tax Benefits, and any taxes imposed on any such compensation payment, resulting from Lessee's acts, omissions or misstatements, including, without limitation, with respect to the representations and warranties in the preceding paragraph. A loss of Tax Benefits occurs at the earliest of: (i) the happening of any event causing the loss; (ii) payment by Lessor of any additional tax resulting from the loss; or (iii) any adjustment to the tax return of Lessor. Lessor's right to recovery of a loss of Tax Benefits shall survive the expiration or termination of this Lease.
10.	Description of Equipment:
	See Schedule A which is attached hereto and made a part hereof by this reference.
The	e person executing this Schedule on behalf of Lessee Hereby certifies that he or she has read, and is duly authorized to execute, this Schedule
Ac	cepted by: Extreme Networks® Credit Corporation LESSEE: <u>Broadband Office, Inc.</u>
BY	Jam & Hayan BY: 1 Fah.
(sp	ME: Jan-, E. Hartigan NAME: PARY PARI Print
וד]	THE DIMETON OF FINANCE & CONTROLLER
DA	DATE: 4/4/00

Accepted by:

ADDENDUM

This Addendum is to Schedule No. 04 (the "Schedule") to Master Lease Agreement No. X163, by and between Extreme Networks Credit Corporation ("Lessor") and Broadband Office, Inc. ("Lessee").

Paragraph 7 - In Paragraph 7 of the Lease Schedule, the following in replaced:

The words "its fair market value for continued use ("FMV") in the first line of Paragraph 7 are deleted and replaced with the following: "20% of the Equipment Value not to exceed the Fair Market Value ("FMV").

Except as modified by this Addendum, the terms and conditions of the Schedule shall remain in full force and effect.

Extreme Networks® Credit Corporation

Lessee: Broadband Office, Inc.

By: Jan. E. Hutigan

Name: Jimes F. Hutigan

Name: Park FAB I

tle: CFO Title: DIASCTON OF FINANCE & CONTROLLER

ate: 4/4/05 Date: 4/4/00





SCHEDULE A

Broadband Office, Inc. 2070 Chain Bridge Road, Suite 350 Vienna, VA 22182

MLA# X163 Schedule # 04

Quantity	Description	_
44.	SUMMIT4-10/100TX	
2	BLACKDIAMOND 6800 CHASSIS	
3	BD 6800 A/C POWER SUPPLY	
7	BD 6800 BLANK MODULE	

TOTAL COST:

\$321,447.50





April 3, 2000

Mr. Perry Fabi Broadband Office, Inc. 2070 Chain Bridge Road, Suite 350 Vienna, VA 22182

RE: Master Lease Agreement No. X163, Schedule No. 04

Dear Mr. Fabi:

We have attached a copy of the Shipping Document or Suppliers Invoice evidencing the Ship Date of March 29, 2000 as provided under Section 2 of the above referenced Master Lease Agreement. Accordingly, your lease payments for the above referenced schedule shall commence on April 29, 2000.

Our billing department will send out invoices shortly reflecting payments due. Please remit all other payments to the address at the top of this letter or to the address on the invoices, which our billing department will send out.

Regards,

EXTREME NETWORKS® CREDIT CORPORATION

Richard Galleryme

Richard Salhany

cc: Billing Department

PRINT OR TYPE ALL INFORMATION

• • • • • • • • • • • • • • • • • • • •	RECORD OWNER
	ATION COMMISSION Box 1197, Richmond, Virginia 23209)
	TEMENT AND SUBSEQUENT STATEMENTS
The Commission stamps the File Number on the Original Financing Staparty must place this same number on all subsequent statements.	atement. The secured
Index numbers of subsequent statements (For office use only)	ິນ 22 ະ
Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.	Check the box indicating the kind of statement. Check only one box.
Broadband Office, Inc. 2070 Chain KKKKKK Bridge Road, Suite 350 Vienna, VA 22182	ORIGINAL FINANCING STATEMENT () CONTINUATION-ORIGINAL STILL EFFECTIVE
	() AMENDMENT
	() ASSIGNMENT
	() PARTIAL RELEASE OF COLLATERAL
	() TERMINATION
Name & address of Secured Party	Name & address of Assignee
Extreme Networks® Credit Corporation 3583 Monroe Street Santa Clara, CA 95051	Leasetec Corporation 1000 McCaslin Blvd Superior, Colorado 80027
Date of maturity if less than five years	Check if proceeds of collateral are covered ()
Description of collateral covered by original financing statement	
MLA# X163-04 (XX) (FAIRFAX) See attached	
	TCC# 631
Space to record an amendment, assignment, release of collateral or a s from another jurisdiction.	tatement to cover collateral brought into Virginia
Describe Real Estate if applicable:	
Broadband Office, Inc.	Extreme Networks® Credit Corporation
Signature of Debtor if applicable (Date) Signature of Debtor if applicable (Date) P.O. BOX 29071 GLENDALE CA 9120	O bigilature of Secured Variety is approache (Date)

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATES OF THE REAL ESTATE NO () YES () NAME OF T		
STATE CORPORATION COMMISSION (Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209) FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS		
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Index numbers of subsequent statements (For office use only)	00623 7091 000609 7216	
Name & mailing address of all debtors, trade styles, etc. Notother name will be indexed. Proadband Office, Inc. 2070 Chain Bridge Road, Suite 350	Check the box indicating the kind of statement. Check only one box. () ORIGINAL FINANCING STATEMENT	
Vienna, VA 22182	() CONTINUATION-ORIGINAL STILL EFFECTIVE () AMENDMENT	
	() ASSIGNMENT () PARTIAL RELEASE OF COLLATERAL () TERMINATION	
Name & address of Secured Party	Name & address of Assignee	
Extreme Networks® Credit Corporation 3585 Monroe Street Santa EXX Clara, CA 95051	Leasetec Corporation 1000 McCaslin Blvd. Superior, COlorado 80027	
Date of maturity if less than five years	Check if proceeds of collateral are covered ()	
Description of collateral covered by original financing statement MLA# X163-04 See attached (VA)	arter and a second	
Space to record an amendment, assignment, release of collateral or a staffrom another jurisdiction.	atement to cover collateral brought into Virginia	
Describe Real Estate if applicable:	(A) (B)	
Broadband Office, Inc. W/4/30 RETURN ACK. TO:	Extreme Networks® Credit Corporation	
Signature of Debtor if applicable (Date) UCC DIRECT SERVIC P.O. BOX 29071 GLENDALE, CA 9120	alghatus of decired farty is applicable (Date)	

	LEASE SCHEDULE NO05_
711	is Schedule and its supplements incorporate by this reference the terms and conditions of the Master Lease Agreement, Number X163, between
Ex	treme Networks® Credit Corporation (Lessor) and Broadband Office, Inc. (Lessee).
1.	Supplier. Extreme Networks
2,	Location of Equipment: 2070 Chain Bridge Road, Suite 350, Vienna, VA 22182
3.	Equipment Value: \$ 1,377,973.00 (exclusive of sales and/or use taxes).
4.	Lease Term: The Lease Term of the Equipment described in this Schedule shall begin on the Rent Commencement Date referenced below in Paragraph
	and its expiration date shall be 18 months after such Rent Commencement Date.
5.	***************************************

	.xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
6.	Rent Commencement Date: June 17 , 2000
7.	Purchase Option:
	Lessee shall have the option to purchase the Equipment for its fair market value for continued use ("FMV"), on the expiration of this Lease or any renewal ten provided Lessee is not in default of any of its obligations under this Lease on such expiration date. This purchase option may only be exercised by Lessee written notice to Lessor not earlier than 180 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. The purchase price for su Equipment shall be payable upon the expiration date of such term. FMV shall be equal to the value of the Equipment installed and in use, with consideration give to the age, condition, utility and replacement costs for the Equipment. In the event that Lessor and Lessee are unable to agree upon the purchase price for the Equipment, such purchase price will be determined by an independent appraiser to be selected by Lessor. Lessee shall be responsible for all applicable sale and/or use taxes on the Equipment. Upon exercise of this purchase option and payment of the purchase price, Lessor shall execute and deliver to Lessee surdocuments as Lessee may reasonably request in order to vest in Lessee all right, title and interest in the Equipment.
8.	Renewal Option:
	Lessee shall have the option to renew this Lease, on the expiration date of this Lease or any renewal term, for the fair market rental for the continued use of the Equipment ("FMR") and on such other terms as may be agreed upon by Lessor and Lessee prior to such expiration date, provided Lessee is not in default of any its obligations under this lease on such expiration date. This renewal option may only be exercised by Lessee's written notice to Lessor not earlier than 180 day nor later than 90 days, prior to the end of the Lease Term or any renewal term. FMR shall be equal to the value of the monthly rental of the Equipment installed and in use, with consideration given to the age, condition, utility and replacement costs for the Equipment, for the renewal term.
9.	Tax Benefits:
	Lessee understands that Lessor intends to claim the "Tax Benefits", consisting of the maximum Modified Accelerated Cost Recovery System deductions for It minimum useful life applicable to each item of Equipment, as provided by Sections 168(b) and (c) of the Internal Revenue Code of 1986, and analogous benefit under state law, with respect to the Equipment. Lessee represents and warrants that: (i) Lessee has not been, is not now, and during the term of this Lease w not become, and will not allow the Equipment to be used by or leased to, a tax-exempt entity or government agency; and (ii) Lessee is not now, and during the term of this Lease will not become, a public utility. Without limitation by the preceding sentence, Lessee agrees not to take any action, fail to take any action, or misstate any fact which may result in any loss to Lessor of the Tax Benefits.
	Lessee agrees to pay promptly to Lessor an amount which will fully compensate Lessor, on an after-tax basis, for any loss of the Tax Benefits, plus interes penalties and additions to tax, any loss in time value of the Tax Benefits, and any taxes imposed on any such compensation payment, resulting from Lessee's act omissions or misstatements, including, without limitation, with respect to the representations and warranties in the preceding paragraph. A loss of Tax Benefit occurs at the earliest of: (i) the happening of any event causing the loss; (ii) payment by Lessor of any additional tax resulting from the loss; or (iii) any adjustment to the tax return of Lessor. Lessor's right to recovery of a loss of Tax Benefits shall survive the expiration or termination of this Lease.
10.	Description of Equipment:
The	See Schedule A which is attached hereto and made a part hereof by this reference. person executing this Schedule on behalf of Lessee Hereby certifies that he or she has read, and is duly authorized to execute, this Schedule
3Y:	Jame E. Harrisan LESSEE: Broadband Office, Inc.) BY: BY:
√ Aħ	Print Print NAME: PERRY FABI Print
ΓITL	E: CFO TITLE: CONTROLLER
TAC	$= \frac{C/27/\sigma_0}{\text{DATE:}} \frac{6/27/\infty}{\sqrt{27/200}}$
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Accepted by:

ADDENDUM .

This Addendum is to Schedule No. 05 (the "Schedule") to Master Lease Agreement No. X163, by and between Extreme Networks Credit Corporation ("Lessor") and Broadband Office, Inc. ("Lessee").

Paragraph 5 - Paragraph 5 is deleted and replaced by the following:

"Rent: \$413,391.90 for the first month (exclusive of sales and/or use taxes), \$60,300.10 for the next seventeen months (exclusive of sales and/or use taxes). The advance rental payment shall be \$413,391.90. This amount includes \$413,391.90 for the first month."

Paragraph 7 – In Paragraph 7 of the Lease Schedule, the following is replaced:

The words "its fair market value for the continued use ("FMV") in the first line of Paragraph 7 are deleted and replaced with 20% of the Equipment Value not to exceed the Fair Market Value ("FMV").

Except as modified by this Addendum, the terms and conditions of the Schedule shall remain in full force and effect.

Extreme Networks Credit Corporation Lessee: Broadband Off Name: Title: Date: Date:



SCHEDULE A

Broadband Office, Inc. 2070 Chain Bridge Road, Suite 350 Vienna, VA 22182

MLA# X163 Schedule# 05

Quantity	Description
9	48 10/100 TX, No GBIC
⁻ 178	Summit4 - 10/100TX
3 ·	BD 48 Port 10/100Base
6	LX GBIC Module
20	SX GBIC Module
3	BD 6800 MSM 64
7	BD, G8X Blade Shippin
2	S7i, 28 100BSX, 4 GBIC

TOTAL COST:

\$1,377,973.00





June 23, 2000

Mr. Perry Fabi Broadband Office, Inc. 2070 Chain Bridge Road, Suite 350 Vienna, VA 22182

RE: Master Lease Agreement No. X163, Schedule No. 05

Dear Mr. Fabi:

We have attached a copy of the Shipping Document or Suppliers Invoice evidencing the Ship Date of May 19, 2000 as provided under Section 2 of the above referenced Master Lease Agreement. Accordingly, your lease payments for the above referenced schedule shall commence on June 17, 2000.

Our billing department will send out invoices shortly reflecting payments due. Please remit all other payments to the address at the top of this letter or to the address on the invoices, which our billing department will send out.

Regards,

EXTREME NETWORKS® CREDIT CORPORATION

Richard Sallein,

Richard Salhany

cc: Billing Department

Document 69-7 Filed 03/15/2007 Page 38 of 48 248 2390 cc VA FAIRFAX

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEM OF THE REAL ESTATE NO () YES () NAME OF F		NER
	TION COMMISSION Box 1197, Richmond, Virginia 23209)	· · · · · · · · · · · · · · · · · · ·
The Commission stamps the File Number on the Original Financing State party must place this same number on all subsequent statements.	ement. The secured	
Index numbers of subsequent statements (For office use only)		
Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.	Check the box indicating the kind of statement. Check only one box.	
Broadband Office, Inc. 2070 Chain Bridge Road, Suite 350 Vienna VA 22182	() ORIGINAL FINANCING STATEMENT () CONTINUATION-ORIGINAL STILL EFF. () AMENDMENT () ASSIGNMENT () PARTIAL RELEASE OF COLLATERAL () TERMINATION	ECTIVE OO OO
Name & address of Secured Party Extreme Networks Credit Corporation 3585 Monroe Street Santa Clara CA 95051	Name & address of Assignee Leasetec Corporation 1000 South McCaslin Blvd Superior, CO. 80027	4 4 1 8
Date of maturity if less than five years	Check if proceeds of collateral are covered ()	
Description of collateral covered by original financing statement MLA# X163 - 05 (VA, Fai See Attached	rfax)	1
Space to record an amendment, assignment, release of collateral or a stat from another jurisdiction.		
Describe Real Estate if applicable:		
Broadband Office, Inc. Perry Fabi GLENDALE, C. GLENDALE, C. GLENDALE, C. GLENDALE, C. Ature of Debtor if applicable (Date)	SERVICES	

2482390 55 VA

THE SECURED PARTY DESIRES THIS FINANCING STATES		ED AGAINST THE REC	ORD OWNER	
OF THE REAL ESTATE NO () YES () NAME OF I	RECORD OWNER	·····		
STATE CORPORA' (Uniform Commercial Code Division, I FORM FOR ORIGINAL FINANCING STAT	Box 1197, Richmond,			
The Commission stamps the File Number on the Original Financing Stat party must place this same number on all subsequent statements.	ement. The secured	000725	7075	
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	() PARTIAL RELEASE OF COLLATERAL			
·	() TERMINATION			
Name & address of Secured Party	Name & address of			
Extreme Networks Credit Corporation 3585 Monroe Street Santa Clara CA 95051	Leasetec Co	rp oza tion McCaslin Blvd		
Date of maturity if less than five years	Check if proceeds	of collateral are covered! () .	
Description of collateral covered by original financing statement	· l	· .		
MLA# X163 - 05 (VA) See Attached		TCC 646 X163 0	5 C	
Space to record an amendment, assignment, release of collateral or a sta from another jurisdiction.	atement to cover collatera	l brought into Virginia (=	CLERK'S OFF	
Describe Real Estate if applicable:		- Ju	FICE	
Broadband Office, Inc. perry Pabi	Extreme Network	ks Credit Corporati	on	
Signature of Debtor if applicable (Date) RETURN ACK	. 1107	ed Party if applicable (Date)		

	LEASE SCHEDULE NO. 06
Thi	s Schedule and its supplements incorporate by this reference the terms and conditions of the Master Lease Agreement, Number X163 , between
Ext	rreme Networks® Credit Corporation (Lessor) and Broadband Office, Inc. (Lessee).
1.	Supplier. Extreme Networks
2	Location of Equipment: See Attachement A
3.	Equipment Value: \$ 2,690,620.00 (exclusive of sales and/or use taxes).
4.	Lease Term: The Lease Term of the Equipment described in this Schedule shall begin on the Rent Commencement Date referenced below in Paragraph (
	and its expiration date shall be months after such Rent Commencement Date.
5.	Rent: \$ 157,724.14 per month (exclusive of sales and/or use taxes) due and payable at the Rent Commencement Date and on the same date of each
	succeeding month of the Lease Term. The advance Rent payment shall be \$ 315,448.29. This amount includes \$ 157,724.14 for the first
	month, and \$ 157,724.14 for the last 1 month(s), of the Lease Term.
6.	Rent Commencement Date: 20
7.	Purchase Option:
	Lessee shall have the option to purchase the Equipment for its fair market value for continued use ("FMV"), on the expiration of this Lease or any renewal term provided Lessee is not in default of any of its obligations under this Lease on such expiration date. This purchase option may only be exercised by Lessee's written notice to Lessor not earlier than 180 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. The purchase price for such Equipment shall be payable upon the expiration date of such term. FMV shall be equal to the value of the Equipment installed and in use, with consideration giver to the age, condition, utility and replacement costs for the Equipment. In the event that Lessor and Lessee are unable to agree upon the purchase price for the Equipment, such purchase price will be determined by an independent appraiser to be selected by Lessor. Lessee shall be responsible for all applicable sales and/or use taxes on the Equipment. Upon exercise of this purchase option and payment of the purchase price, Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request in order to vest in Lessee all right, title and interest in the Equipment.
8.	Renewal Option:
	Lessee shall have the option to renew this Lease, on the expiration date of this Lease or any renewal term, for the fair market rental for the continued use of the Equipment ("FMR") and on such other terms as may be agreed upon by Lessor and Lessee prior to such expiration date, provided Lessee is not in default of any or its obligations under this lease on such expiration date. This renewal option may only be exercised by Lessee's written notice to Lessor not earlier than 180 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. FMR shall be equal to the value of the monthly rental of the Equipment installed and in use, with consideration given to the age, condition, utility and replacement costs for the Equipment, for the renewal term.
9.	Tax Benefits:
	Lessee understands that Lessor intends to claim the "Tax Benefits", consisting of the maximum Modified Accelerated Cost Recovery System deductions for the minimum useful life applicable to each item of Equipment, as provided by Sections 168(b) and (c) of the Internal Revenue Code of 1986, and analogous benefits under state law, with respect to the Equipment. Lessee represents and warrants that: (i) Lessee has not been, is not now, and during the term of this Lease will not allow the Equipment to be used by or leased to, a tax-exempt entity or government agency; and (ii) Lessee is not now, and during the term of this Lease will not become, a public utility. Without limitation by the preceding sentence, Lessee agrees not to take any action, fail to take any action, or misstate any fact which may result in any loss to Lessor of the Tax Benefits.
	Lessee agrees to pay promptly to Lessor an amount which will fully compensate Lessor, on an after-tax basis, for any loss of the Tax Benefits, plus interest, penalties and additions to tax, any loss in time value of the Tax Benefits, and any taxes imposed on any such compensation payment, resulting from Lessee's acts, omissions or misstatements, including, without limitation, with respect to the representations and warranties in the preceding paragraph. A loss of Tax Benefits occurs at the earliest of: (i) the happening of any event causing the loss; (ii) payment by Lessor of any additional tax resulting from the loss; or (iii) any adjustment to the tax return of Lessor. Lessor's right to recovery of a loss of Tax Benefits shall survive the expiration or termination of this Lease.
10.	Description of Equipment:
	See Schedule A which is attached hereto and made a part hereof by this reference.
Th	e person executing this Schedule on behalf of Lessee Hereby certifies that he or she has read, and is duly authorized to execute, this Schedule
Ac	cepted by: Attreme Networks® Credit Corporation LESSEE: Broadban(I)Office.inc.
BY	: Xaurong M Clank BY: X Jah.
N/	NAME: NAME: Print Print
TI	TITLE: DIR FINANCE + CONTROLLER
D/	DATE: 7 (20 00

ADDENDUM

This Addendum is to Schedule No. 06 (the "Schedule") to Master Lease Agreement No. X163, by and between Extreme Networks Credit Corporation ("Lessor") and Broadband Office, Inc. ("Lessee").

Paragraph 7 - In Paragraph 7 of the Lease Schedule, the following in replaced:

The words "its fair market value for continued use ("FMV") in the first line of Paragraph 7 are deleted and replaced with the following: "20% of the Equipment Value not to exceed the Fair Market Value ("FMV").

Except as modified by this Addendum, the terms and conditions of the Schedule shall remain in full force and effect.

Accepted by:

Extreme Networks® Credit Corporation	Lessee: Broadband Office, Inc.
Ву:	Ву: Д.
Name:	Name: PENLY FABI
Title:	Title: DIR, FINANCE & CONTROLLER
Date:	Date: 7/20/00

51500

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TCC

ATTACHMENT A FOR SCHEDULE NO. 06TO MASTER LEASE AGREEMENT NO.X163

oadband Office, Inc. 70 Chain Bridge Road ************************************	Equipment Location	### ### ### ### ### ### #### #### ##### ######	50 Gallow/Road	50 Telestar Gr. Equipment \$ 1,110,925.00 0.05862 \$ 65,122.44	70.Chain Bridge Road Equipment \$ 1,494,049.00 0.05862 \$ 87,581.15	stal for Schedule No. 06
Broadband C 2070 Chain B Vienna VA 2		951 Mariher San Mateo)	2950 Gallow Falls Church	2950Telesta Falls Church	2070 Chain	Total for Sch
Lessee:	Schedule No.	06-01	06-02	60-90	06-04	



Broadband Office, Inc. 951 Mariner's Island Blvd. San Mateo, CA 94404 MLA# X163 Schedule# 06-01

Serial Number	Description	c	Quantity	Unit Price	Total Price
11701	S7I;28 1000BT,4 GBIC		1	10,997.25	10,997.25

TOTAL COST:

\$10,997.25



Broadband Office, Inc. 2950 Gallow Road Falls Church, VA 22042 MLA# X163 Schedule# 06-02

Serial Number	Description	Quantity	Unit Price	Total Price
10013	LX GBIC MODULE	20	822.25	16,445.00
45080	ALP3808 CHASSIS	1	7,147.25	7,147.25
45012	ALP3800 AC PSU	2	1,097.25	2,194.50
45112	ALP3800 1000B-X MODULE	3	1,372.25	4,116.75
45210	ALP3800 10/100B-T MOD	1	877.25	877.25
45024	ALP3800 SMMI	. 1	8,244.50	8,244.50
11704	S7I;28 1000BSX, 4 GBIC	6	5,937.25	35,623.50

TOTAL COST:

\$74,648.75



Broadband Office, Inc. 2950 Telestar Ct. Falls Church, VA 22042 MLA# X163 Schedule# 06-03

Serial Number	Description	Quantity	Unit Price	Total Price
50015	BD 6800 MSM 64 SX GBIC MODULE BLACKDIAMOND 6800 CAHSSIS BD 6800 MSM 64 BD 48 PORT 10/100BASE BD, G8X SHIPPING BD 6800 BLANK MODULE	20	5,997.50	119,950.00
10011		148	247.50	36,630.00
50011		37	2,997.50	110,907.50
50015		54	5,997.50	323,865.00
52011		74	4,747.50	351,315.00
51032		37	4,497.50	166,407.50
50005		185	10.00	1,850.00

TOTAL COST:

\$1,110,915.00



Broadband Office, Inc. 2070 Chain Bridge Road Vienna, VA 22182 MLA# X163 Schedule# 06-04

Serial Number	Description	Quantity	Unit Price	Total Price
14001	SUMMIT4- 10/100TX	212	6,997.50	1,483,470.00
15010	48 10/100 TX, NO GBIC	2	2,997.50	5,995.00
13010	24 10/100 TX, NO GBIC	2	1,747.50	3,495.00
10011	SX GBIC MODULE	4	272.25	1,089.00

TOTAL COST:

\$1,494,049.00